

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Orion Strategies LLC	2. Registration No.  5437
3. Name of Foreign Principal  Government of Georgia	

Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

see contract

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

see contract

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
July 26, 2012	Randy Scheunemann, President	/s/ Randy Scheunemann eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

## SERVICE AGREEMENT

This is an agreement between Orion Strategies LLC (hereinafter ORION), 918 Pennsylvania Avenue SE, Washington, D.C. 20003, and the National Security Council of Georgia (hereinafter NSC), Ingorokva St. 7, Tbilisi, 0134, Georgia.

### Obligation of ORION

1. For the term of this contract, under the direction of the President of Georgia and National Security Council of Georgia, the, and/or their designee(s), Orion Strategies LLC will provide advice and consulting services concerning Georgia's full integration into Western institutions, including its candidacy for membership in the North Atlantic Treaty Organization (NATO).
2. Services pursuant to this agreement will include, but not be limited to, advice, guidance, and support for strategic communications, government relations, and public relations development and related activities in the United States and in Europe to assist Georgia's efforts to achieve their objectives.
3. Avoid any and all behavior which might damage the reputation of Georgia and its state agencies or which in any way might adversely affect the interests, reputation or assets of the National Security Council of Georgia.
4. During the life of this agreement and for six months after termination of this agreement, Orion Strategies LLC agrees not to represent or work for any Georgian political party, movement, or association - or any entity seeking to influence Georgian politics - without the prior written consent of the National Security Council.
5. As instructed by NSC, perform or arrange Tasks related to scope envisaged by paragraphs 1 and 2 of this article.
6. Hold all necessary negotiations and manage all arrangements necessary for performing Tasks;
7. Inform NSC of circumstances which may constrain ORION from immediately launching, executing or completing Tasks; also to inform NSC of cases when the ORION fails to follow the Client's instructions.
8. Orion Strategies LLC will provide the representatives of NSC with regular quarterly progress reports concerning its efforts on Georgia's behalf.

### Obligation of NSC

1. Provide materials necessary for the performance of Tasks to the ORION upon signing the agreement and, also to provide any information necessary for the immediate

**performance of Tasks:**

2. Pay ORION for the performance or the arrangement of the execution of Tasks in accordance with the conditions set forth in this Article.

3. Orion Strategies LLC will be compensated \$270,000 excluding all Georgian taxes, with quarterly fee of \$135,000 excluding all Georgian taxes. Out of area travel expenses for ORION will be reimbursed under this agreement only with prior NSC approval. Travel expenses may include economy class tickets, standard room accommodation, and transportation to and from airport.

**Timeframe/Renewal**

The effective date of this agreement is July 1, 2012. This agreement ends on December 31, 2012.

**Termination**

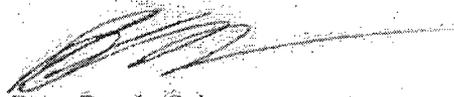
Termination of this agreement shall require thirty days written notice by either party. In case of termination no further financial obligations are imposed on NSC under this agreement. Should this agreement terminate prior to its natural expiration, any fees paid to the ORION by the NSC that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by the ORION to the NSC.

**CONFIDENTIALITY**

Orion Strategies LLC agrees to take every reasonable step to prevent disclosure of any and all confidential information provided to it by NSC to third parties. Confidentiality shall extend to all information deemed confidential by NSC whether provided by or on behalf of Georgia or developed by ORION on its behalf. This obligation will survive the termination of this agreement.

ORION STRATEGIES LLC

NATIONAL SECURITY COUNCIL  
OF GEORGIA

  
By: Randy Scheunemann  
President

By: Giorgi Bokeria  
Secretary

Date: June 29, 2012

Date: June 29, 2012